



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation	810	Proc./Region One	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR	A & A Building Maintenance		LEGAL STATUS OF CONTRACTOR
	Name		<input type="checkbox"/> Sole Proprietor
	P O Box 1545		<input type="checkbox"/> Non-Profit Corporation
	Address		<input checked="" type="checkbox"/> For-Profit Corporation
Layton	UT	84040	<input type="checkbox"/> Partnership
City	State	Zip Code	<input type="checkbox"/> Government Agency
John M Arteaga	(801) 444-2364		
Contact Person	Phone Number		
870525742	93715A	91039000000	
Federal ID#	Vendor Number	Commodity Code(s)	

2. CONTRACT TYPE AND PURPOSE:

This is a firm fixed price contract to provide the State with janitorial service for the Region One Headquarters and two trailers located at 169 North Wall Avenue, Ogden. Price to be paid monthly of \$520.00.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RM3014.

Procurement # 810 36000000016, FY 2003.

4. CONTRACT PERIOD: Effective date 09/01/02. Termination date 08/31/07, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) None.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$31,200.00 for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Special Terms and Conditions.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RM3014 dated 08/20/02.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

John M. Arteaga
Contractor's Signature
JOHN M. ARTEAGA
Contractor's Name
President
Title

David K. Miles
David K. Miles, Operations Engineer
SEP 27 2002
Director, Division of Purchasing
SEP 27 2002
CONTRACT RECEIVED AND
PROCESSED BY
DIVISION OF FINANCE
Director, Division of Finance

APR 25 2003

Debra Boulton	(801) 965-4070	(801) 965-4073	dboulton@utah.gov
Agency Contact Person	Phone Number	Fax Number	Email Address

ENT'D FEB 22 2005

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

(Revision date: Apr 24, 2002)

ATTACHMENT B: SCOPE OF WORK

SPECIFICATION - REGION ONE HEADQUARTERS AND OFFICE TRAILERS

SPECIFICATION FOR THE MAINTENANCE AND JANITORIAL SERVICE OF THE REGION ONE HEADQUARTERS AT 169 NORTH WALL AVENUE, OGDEN (12,000 SQ FT) & TWO OFFICE TRAILERS NORTH OF MAIN BUILDING, (60' X 22' DOUBLE WIDE).

Note: In the following specifications, State Representative, shall mean the Support Service Manager. Contractor, shall mean the Contractor or employees of the Contractor

A. WORK REQUIRED

Maintenance of Buildings and Appurtenances:

This schedule itemizes, by frequency, the tasks expected in the regular cleaning of the facilities, and is the minimum acceptable performance. Changes in the frequency, or days, of performance shall be made by mutual agreement and in writing with the State Representative.

Daily Duties (5) nights per week, Monday - Friday

(Excluding weekends and holidays. To be performed after 6:00 p.m. for a minimum of 2 hours per night.

Empty all waste baskets and trash receptacles, replace liners (recycle containers not included) and dispose of in provided containers.

Clean lobby glass and doors, front and rear entrances.

Empty ashtrays and garbage cans outside all entryways, front and back.

Clean drinking fountains.

Vacuum carpets in offices (under desks, etc.) conference rooms, hallways, lobby and entryways, including mats. Also, return furniture to original position.

Clean disinfect all sinks and counter tops. Damp wipe tables and front of cupboards in break room if needed.

Sweep or vacuum front and back entryways.

Remove any large stains from carpets.

Restroom

Spot clean walls and stall partitions.

Clean mirrors and bright work.

Clean and disinfect all restroom fixtures, toilets and sinks.

Sweep floors.

Empty all waste containers and change liners.

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Weekly Duties

Mop front and rear entryways.

Spot clean to remove fingerprints from door frames, light switches, door handles and walls.

Dust and polish furniture and file cabinets in the Director's office.

Wet mop restroom floors.

Clean white boards, chalkboards and eraser holders.

Spot clean carpets.

Monthly Duties

Shampoo carpets in heavier traffic areas, such as hallway, entrances as needed.

Dust venetian blinds and window sills.

Dust wall pictures in lobby, Director's and Preconstruction Engineer's office.

Thoroughly clean with cleaner. And/or wash restroom floors.

Vacuum furniture in lobby.

Semi-Annual Duties

Clean all exterior and interior windows inside and out.

Touch up buffing where necessary.

Annual Duties

Janitor's closet, vault and furnace room shall be scrubbed, waxed and buffed.

DETAIL SCOPE OF WORK FOR OFFICE TRAILERS LOCATED IN THE PARKING LOT TO THE NORTH OF MAIN BUILDING

Daily

Empty all waste baskets.

Clean restrooms and restock with toilet paper and paper towels.

Clean mirrors.

ATTACHMENT B: SCOPE OF WORK

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Twice Weekly

Vacuum all carpets and throw rugs.
Spot clean walls.

Weekly

Sweep and mop restroom floors.

Semi-Annual

Scrub and wax restroom floors.
Clean all exterior and interior windows.

B. SUPPLIES AND EQUIPMENT

The Contractor shall supply all buffers and vacuums; cleaning equipment (carts, buckets, pails, etc.); cleaning chemicals and compounds; cleaning rags and cloths; and plastic garbage bags.

All Contractor grade equipment used shall be supplied by the Contractor. Only commercial vacuums, cleaners and buffers which thoroughly clean, polish and buff shall be used.

Equipment shall be kept in good repair. No equipment which is in such state of repair as to potentially damage either the structure or anything in the building shall be used or allowed on the premises; i.e., defective or missing bumper guards, cords, housing covers, etc.

C. SCHEDULE OF PERFORMANCE

All work shall be performed in a professional manner and shall be of first class quality. The Contractor shall provide a schedule of duties to be done posted in the janitorial closets. The schedule shall categorize, by frequency the tasks to be accomplished.

The Contractor shall provide qualified supervision on site a minimum of 50% of work time and weekly inspection to guarantee the facility is being properly cleaned. The Contractor shall provide time cards to verify the hours worked.

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C. SCHEDULE OF PERFORMANCE CONT.

The Contractor shall have a minimum of 2 employees performing the work each night.

The Contractor shall work closely with the designated representative of the State, who shall perform an inspection of the facility monthly.

The cost to repair damage to walls and floors caused by the Contractor, will be deducted from the payment due the Contractor.

Certain conduct cannot be tolerated on the premises. The Contractor shall refrain from the following:

- Theft, abuse or misuse of supplies of equipment at any location in the building.
- Verbal or physical abuse of any person; Contractor personnel, State employee or visitor.

- Use of, or displaying the effect of the use of alcohol or drugs during work hours.

- Failure to follow specific security instructions.

- Deliberate or habitual failure to follow any safety instructions.

- Allowing or bringing to the facility children, or other persons who are not employees of the Contractor during the specified in "A" above.

- Smoking in the building.

The Contractor may be terminated following written notices of violation of the above rules of performance.

D. SECURITY

The Contractor shall be liable for any verified loss sustained by the State pursuant to the rules listed in Schedule of Performance.

There will be no visitors, friends, children, etc., of the Contractor allowed on the premises while the Contractor is working.

The Contractor shall secure exterior doors and turn off lights each night after cleaning is completed. (If applicable)

Doors to areas not authorized for public use shall be kept locked. Missing or non-operational lighting, unusual conditions or vandalism shall be reported immediately to the State Representative.

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E. SAFETY

The Contractor shall make every effort to protect and keep safe anyone in the facilities while janitorial work is being done.

The Contractor shall use safety barriers, signs, etc., when doing floor and overhead work to properly block off unsafe areas and warn and protect from hazard all passers by. Safety barriers and signs shall be approved by the State prior to use.

The Contractor shall provide all safety apparatus necessary to protect themselves so they may operate equipment safely.

The Contractor is responsible for the safe operation of all equipment and shall properly train all employees in the safe operation of all equipment before allowing them to use the equipment.

F. INSPECTION

The Contractor shall work closely with the designated State Representative, who shall inspect the facilities monthly for acceptable work and compliance with the terms of this contract. An inspection rating form shall be used (sample of rating form attached). Each category must rate at least fair for overall performance to be judged acceptable. A copy of the rating form shall be provided to the Contractor.

The contract may be terminated following written notices of unacceptable inspections.

ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PURCHASE**: Award of this bid will result in a contract to provide the State with janitorial services at the Region One Headquarters and two (2) office trailers in Ogden for a period of five (5) years.
2. **CONTRACT ACCEPTANCE**: If the Contractor fails to return four (4) signed copies of this contract to the Utah Department of Transportation by _____, the State reserves the right to not execute the contract and to obtain materials/services from the next lowest responsive/responsible bidder.
3. **CONTRACT INCLUSION**: The bid document, its terms and conditions as well as any counter offers which are accepted/acceptable to the State, shall be incorporated into and by reference become a part of this contract as though set forth in full herein.
4. **QUANTITY OR AMOUNT ESTIMATES**: The State does not guarantee to purchase any amount under this contract. Estimated amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.
5. **PRICING**: The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for five (5) years.

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY SUCH REQUEST MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON ANY PRICING IN THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

6. **WAGES**: The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.
7. **INVOICING**: **THE CONTRACT NUMBER MUST APPEAR ON ALL INVOICES, AND ALL CORRESPONDENCE RELATING TO THE CONTRACT.**

The Contractor shall submit invoices to the Utah Department of Transportation, Region One, P O Box 12580, Ogden, Utah 84412. Upon completion, inspection and release by the State Representative, the State will remit payment by mail.

ATTACHMENT C: SPECIAL TERMS AND CONDITIONS

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8. **NON-ASSIGNMENT**: The Contractor shall not sublet, assign or transfer any part of the contract without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.
9. **NON-COMPETE CLAUSE**: The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflict, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standard Terms and Conditions and will not provide 90 day prior notice to the Contractor.